



2950 Mowery Road
Houston, TX 77045
(713) 413-9700

EQUIPMENT LEASE AGREEMENT

Customer (Full Legal Name & d.b.a.): Lubbock County

Equipment Location: 2025 N. Akron Avenue, Lubbock, TX 79415

Corporation Federal Identification #: 75-6001056 State of Incorporation: N/A Year established: _____

Owners' Names & % ownership: Lubbock County

Phone #: 806-775-1803 Owner's e-mail: kdinwiddie@lubbockcounty.gov A/P e-mail: accountspayable@lubbockcounty.gov

Business Type: Local Government Managers' Names: Curtis Parrish, County Judge

Equipment Make & Model	Equipment Serial #	Term*, months	Monthly Payment, \$
ADSAF3DS	TBD upon delivery	Sixty (60) months from date equipment is installed	\$129.00

*Term begins on the first day of the first full calendar month after opening date. Rent for one full month is due with signing. Rent begins when equipment is ready for installation. Rent for the partial month will be prorated. All invoices will be sent via e-mail. All rent is due in full through the end of the lease term even if the location closes or equipment is not being used. If payments are made with automatic recurring ACH for the duration of the lease, Arcot will issue a one-time \$50.00 rent credit for each machine.

1. Arcot will arrange for the following:
 - a) the delivery and installation of the equipment, and
 - b) the quarterly maintenance of the equipment based on normal and average use.
2. The customer agrees to:
 - a) inspect the equipment immediately upon delivery and accept it in good condition or refuse it and provide Arcot with immediate written notice,
 - b) properly operate and clean the equipment and pay Arcot for any damages caused by misuse,
 - c) use only Arcot Max-Control chemicals authorized by Arcot for the equipment and purchase them only from Arcot's designated distributor; otherwise, pay Arcot (i) repair charges for any damages caused by use of unauthorized chemicals, (ii) for lost sales and (iii) a monthly service charge,
 - d) promptly inform Arcot or its representative of any problem with the equipment,
 - e) payment shall be made by the 30th day after the receipt of an invoice from Arcot.,
 - f) customer is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code §151.309, as amended
 - g) customer, pursuant to §2251.021 of the Texas Government code, has a payment over due on the 31st day after payment is due and any interest amount on an overdue payment is governed by §2251.025 of the Texas Government Code, and
 - h) participate in a complete Max-Control program, at no cost, which includes oven & grill cleaners and chemicals for 3-comp sink and mop sink; otherwise the customer agrees to pay a monthly service fee.

3. Customer shall provide at its own expense all necessary permits, connections and utilities, including structural, electrical, plumbing and mechanical, to operate the equipment properly. Customer assumes the sole responsibility of performance issues which are due to improper use of the equipment or insufficient utilities, such as insufficient water temperature or pressure.
4. Beyond the original term, noted above, this agreement will renew annually in writing by mutual agreement of the Parties for additional 12-month terms at the end of each term. Either party may terminate this agreement with at least a 60-day notice prior to the end of each term.
5. It is expressly understood and agreed that Customer has available the total maximum sum of funds hereinafter certified available by the County Auditor of Lubbock County for the purpose of satisfying Customer's obligations under the terms and provisions of this Agreement; that notwithstanding anything to the contrary, or that may be construed to the contrary, the liability of Customer as to payment under the terms and provisions of this Agreement to this sum, plus additional amounts of funds from time to time certified available pursuant to §§ 111.061 through 111.073 of the Local Government Code, as amended, for the purpose of satisfying Customer's obligations under the terms and provisions of this Agreement; and that when and if all the funds so certified are expended for the purpose of satisfying Customer's obligations under the terms and provisions of this Agreement, the sole and exclusive remedy of Arcot shall be to terminate this Agreement.
6. Customer agrees to be responsible for any damage to or loss, theft or destruction of the equipment caused by the Customer. Customer is a self-insured public entity, and a copy of Customer's Liability Contribution & coverage Declarations is available upon request.
7. Title and ownership of the equipment shall remain solely and exclusively with Arcot. Customer will have no right of ownership of the equipment. The equipment will remain personal property and not become a fixture of any real property. Customer shall keep the equipment free from any and all liens, claims and security interests. Customer agrees not to alter, move or remove the equipment and any identifying labels or serial numbers from their original locations. If the customer is not the owner of the real property where the equipment is installed, the customer will obtain from the property owner an agreement waiving any and all landlord's rights to the equipment. Arcot and its authorized representatives shall at all times have the right of access to the equipment.
8. Customer and all individuals who in any capacity operate the equipment shall follow all instructions for the proper use and upkeep of the equipment as specified by the equipment manufacturer, Arcot and its representatives. Customer will not alter or repair the equipment without written consent from Arcot and will promptly report to Arcot or its representative any problems with the equipment.
9. The parties agree that under the Constitution and laws of the State of Texas, Customer cannot enter into an Agreement whereby Customer agrees to indemnify or hold harmless any other party; therefore, all references of any kind to indemnifying, or holding or saving harmless are hereby deleted. Additionally, under the Constitution and laws of the State of Texas, Customer may not enter into an agreement wherein the liability or damages to a governmental entity are limited by agreement for unknown future acts and therefore any provisions to the contrary are hereby deleted.
10. Arcot has the right to terminate this agreement and remove the equipment without notice, and customer will facilitate such action, upon the occurrence of any of the following events: (a) termination of the agreement, (b) the customer breaches any part of this contract or defaults in the performance of any of its obligations herein, (c) cessation or alteration of customer business, including change in ownership and financial difficulties, (d) misuse of the equipment not in accordance with normal operations, (e) Arcot, for any other reasonable grounds, deems doubtful customer's ability or willingness to satisfy customer's

obligations herein. In such cases, customer agrees to pay Arcot rent and storage fees for the balance of the term, any sums past due and all costs and expenses for collection and equipment removal, including freight and attorney fees. Customer obligations under this agreement will survive any termination.

- 11. Customer may not assign this agreement to any other party without the prior written consent from Arcot. This agreement shall be binding to the customer's heirs and successors.
- 12. This agreement represents the entire agreement between parties. It may not be modified except by a written amendment signed by both parties.
- 13. This agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any legal action arising out of or relating to this Agreement shall be brought in the courts of Lubbock in Lubbock County of the State of Texas, and the Parties hereby consent to the jurisdiction of such courts.
- 14. Arcot must be in compliance with the provisions of §2252.152 and §2252.153 of the Texas Government Code, which states in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with any company listed on the Comptroller of the State of Texas website identified under Section 806.051 or Section 2252.153, which do business with Iran, Sudan or any Foreign Terrorist Organization. By entering into this Agreement, Arcot verifies to County that it is not on any such list.

I have the authority to sign this agreement on behalf of the customer. I have read, understood and agree to this contract.


Customer Signature

Curtis Parrish
Printed Name


County Judge
Title


2/24/2026
Date

Lubbock County Board of Judge:

Lubbock County Juvenile Justice Center:

Reviewed as to Form:


Phillip Hays
Lubbock County District Judge
Juvenile Board Chair


William A. Carter, II
Chief Probation Officer
Director


Meghan L. Rogers
Assistant District Attorney
Lubbock County Criminal
District Attorney's Office
Civil Division


Arcot Signature upon acceptance

Mehdi Banijamali
Printed Name

President
Title

2/11/26
Date



2950 Mowery Road, Houston, TX 77045 (713) 413-9700

Equipment Loan Agreement

Customer (Full Legal Name of Business): Lubbock County
 Equipment Location Address: 2025 N. Akron Avenue, Lubbock, TX 79415
 Phone #: 806-775-1803 Fax #: 806-775-7965 e-mail: kdinwiddie@lubbockcounty.gov
 Corporation: Federal Identification #: 75-6001056 State of Incorporation: _____ Year established: _____
 Owners' Names: N/A Managers' Names: Curtis Parrish, County Judge
 Arcot Distributor: _____ Distributor Sales Representative: _____

List of Equipment: _____ 651 _____ 633AG.B4 _____ 633AG.B1 _____ 681.YYGB.4111 _____ 830AG
 ___ Titan II Serial # _____ Nitro Digital Serial # _____ Nitro Express Serial # _____
 ___ L5000Plus Serial # _____ XL programmer Serial # _____
 ___ Round Bucket Dollies _____ Square Bucket Dollies Jug Racks: ___ 1-Jug ___ 2-Jug ___ 3-Jug

Arcot will loan and its representatives will install and maintain the above listed dispensers at no charge to the customer.

1. The customer agrees to:
 - a) use only Arcot Max-Control chemical products,
 - b) purchase those chemicals exclusively from the Arcot distributor noted above,
 - c) properly operate and clean the equipment and pay Arcot for any damages caused by misuse, and
 - d) promptly inform Arcot or its representative of any problem with the equipment, or otherwise
 - e) pay Arcot (i) repair charges for any damages caused by use of unauthorized chemicals, (ii) for lost sales and (iii) a monthly service charge, and allow Arcot representatives to remove the equipment without notice.
2. This agreement shall remain effective for a period of one year from installation date. After the first term, the Agreement may be renewed annually in writing by mutual agreement of the Parties for additional 12-month terms. Either party gives written notification of cancellation 60 days prior to the end of each term.
3. Customer agrees to be responsible for any damage to or loss, theft or destruction of the equipment caused by the Customer. Customer is a self-insured and maintains Contribution & Coverage Declarations (CCD) with the Texas Association of Counties Risk Management Pool and pay Arcot repair or replacement costs if the equipment is damaged or stolen or requires repairs beyond normal and average use.
4. Title and ownership of the equipment shall remain solely and exclusively with Arcot. The equipment shall remain personal property and not become a fixture of any real property. Customer agrees not to alter, move or remove from their original locations the equipment, any identifying labels or serial numbers. If the customer is not the owner of the real property where the equipment is installed, the customer shall obtain from the property owner an agreement waiving any and all landlord's rights to the equipment. Arcot and its authorized representatives shall, at all times, have the right of access to the equipment and to repair, change or remove the equipment.
5. The parties agree that under the Constitution and laws of the State of Texas, Customer cannot enter into an Agreement whereby Customer agrees to indemnify or hold harmless any other party; therefore, all references of any kind to indemnifying, or holding or saving harmless are hereby deleted. Additionally, under the Constitution and laws of the State of Texas, Customer may not enter into an agreement wherein the

